

1 Ambika Kumar, WSBA #38237  
Sara A. Fairchild, WSBA #54419  
2 Davis Wright Tremaine LLP  
920 Fifth Avenue, Suite 3300  
3 Seattle, WA 98104-1610  
Telephone: (206) 622-3150  
4 Facsimile: (206) 757-7700

5 John A. DiLorenzo (*pro hac vice*)  
Davis Wright Tremaine LLP  
6 1300 S.W. Fifth Avenue, Suite 2400  
Portland, OR 97201  
7 Telephone: (503) 241-2300  
Fax: (503) 778-5299  
8  
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10 IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WASHINGTON  
11 AT SPOKANE

12 FAYE IRENE GUENTHER,  
an individual,

13 Plaintiff,

14 v.

15 JOSEPH H. EMMONS, individually,  
16 AND OSPREY FIELD CONSULTING  
LLC, a limited liability company,

17 Defendants.  
18  
19  
20  
21  
22  
23

No. 2:22-cv-00272-TOR

**DECLARATION OF  
JOSEPH H. EMMONS IN  
SUPPORT OF  
DEFENDANTS' MOTION  
FOR SUMMARY  
JUDGMENT**

EMMONS DECL. ISO DEFENDANTS'  
MOTION FOR SUMMARY JUDGMENT  
Case No. 2:22-cv-00272-TOR

Davis Wright Tremaine LLP  
LAW OFFICES  
920 Fifth Avenue, Suite 3300  
Seattle, WA 98104-1610  
206.622.3150 main · 206.757.7700 fax

1 I, Joseph H. Emmons, declare:

2 1. I am the sole owner of Osprey Field Services LLC (“Osprey”), and  
3 Osprey and I are defendants in the above-captioned lawsuit. I am over 18 years of  
4 age and make this declaration from personal knowledge.

5 2. Osprey provides community outreach services, including distributing  
6 informational materials, signature gathering, and general publicity efforts for its  
7 clients. These efforts have included, for example, leaving literature on door handles.  
8 The subject matter of the materials Osprey has been hired to distribute have included  
9 ballot initiatives, public concerns, and recall elections.

10 3. Osprey relies on its clients to provide any material for distribution.  
11 Osprey does not create the written materials it distributes or participate in developing  
12 the content of those materials. Osprey’s clients provide all written material Osprey  
13 distributes.

14 4. One of Osprey’s clients is Ridgelark Strategies LLC (“Ridgelark”), a  
15 communications strategy and consulting firm owned and operated by Mike  
16 Selvaggio.

17 5. I have known Mr. Selvaggio for nearly a decade. We met through our  
18 past work together at Direct Action Partners, where Mr. Selvaggio served as  
19 President and I served as Project Manager before the organization dissolved. As a  
20 Project Manager, I ran community outreach projects at Mr. Selvaggio’s direction.  
21 Over the years since, Mr. Selvaggio, through Ridgelark, has hired me, through  
22 Osprey, for numerous community outreach projects.

23 6. In my experience working for Mr. Selvaggio, I have observed him to  
EMMONS DECL. ISO DEFENDANTS’  
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Case No. 2:22-cv-00272-TOR - 1

1 be honest and trustworthy. He is selective in the organizations and people he chooses  
2 to work for and only works for those with high integrity. He does not take on  
3 initiatives without first confirming that the position or message he is communicating  
4 is a credible one.

5 7. In January 2022, Mr. Selvaggio called me and told me that Ridgelark  
6 wanted to hire Osprey to distribute flyers at grocery stores in Spokane. I agreed to  
7 take on the project.

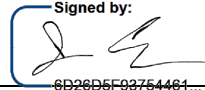
8 8. On January 5, 2022, Mr. Selvaggio emailed me a copy of the flyer  
9 described in Plaintiff Faye Guenther's Complaint (ECF No. 1-2) (the "Flyer"), and  
10 provided a list of the grocery stores where he wanted me to distribute the Flyer.

11 9. I did not and do not personally know the individuals named in the Flyer,  
12 and I have no personal knowledge as to the truth of the Flyer's statements. I asked  
13 Mr. Selvaggio whether the Flyer's statements were accurate. He confirmed that the  
14 information in the Flyer was credible and stated that there had been investigations.  
15 Based on my experience with Mr. Selvaggio and his representation that the Flyer's  
16 statements were true, I believed at the time, and continue to believe now, that the  
17 statements are true.

18 10. On January 8, 2022, I placed copies of the Flyer at approximately 5 to  
19 7 of the grocery stores on the list Mr. Selvaggio provided. I left approximately 6 to  
20 8 copies of the Flyer at each store. Ridgelark paid Osprey for this project, including  
21 reimbursements for travel and lodging.

1 I declare under penalty of perjury that the foregoing is true and correct.

2 Executed on 9/25/2024 in Portland, Oregon.

3  
4 Signed by: 

5 \_\_\_\_\_  
6 Joseph H. Emmons